



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

July 13, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**APPROVAL OF LEASE AGREEMENT WITH UAW-LABOR
EMPLOYMENT AND TRAINING CORPORATION
3965 VERMONT AVENUE, LOS ANGELES
(SECOND DISTRICT)(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that a portion of the subject facility is not required exclusively for County use.
2. Approve and instruct the Chairman to sign the attached Lease Agreement with UAW-Labor Employment and Training Corporation (UAW-LETC) for use of 13,856 square feet and 60 parking spaces at 3965 South Vermont Avenue, Los Angeles.
3. Find that this lease is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to enter into a Lease Agreement with UAW-LETC for use of 13,856 square feet of space together with 60 parking spaces at 3965 South Vermont Avenue, Los Angeles. UAW-LETC is a national, non-profit, public benefit corporation that provides job training, basic vocational education and re-employment assistance through programs funded by government contracts. The premises to be leased will be used as a one-stop work source center. UAW-LETC corporate office is located in Long Beach, California with satellite offices in South Gate, Los Angeles, and Antelope Valley.

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Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsive (Goal 1). The leasing of space for a job training center that will benefit the public is consistent with that Goal.

FISCAL IMPACT/FINANCING

UAW-LETC will pay the County \$13,856 per month or \$166,272 annually. This amount is subject to adjustment in accordance with the Consumer Price Index (CPI) after the second year of the lease.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject facility was formerly occupied by the Department of Public Social Services which vacated the building and relocated to a new facility in 2001. The Probation Department and I Have a Dream Foundation, a non-profit organization that provides educational programs for youths, presently occupy portions of the building. UAW-LETC at their own expense, will perform tenant improvements to the demised premises. The lease is for a four-year term but contains a provision that would convert it to month-to-month, upon 180 days notice, in the event the County decides to transfer ownership at some future time. Under the term of the lease, the County will provide all utilities (with the exception of telephone) and UAW-LETC will be responsible for custodial services.

The attached Lease Agreement, which is authorized pursuant to Government Code Section 26227 has been executed by UAW-LETC and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA requirements as specified in Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and section 15301 of the State CEQA Guidelines.

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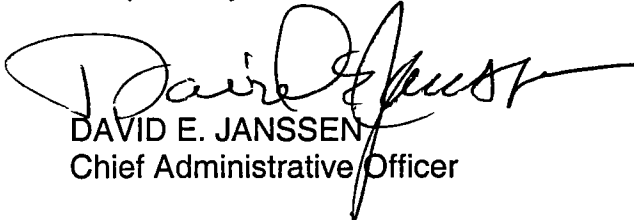
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to County services at the subject facility.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two originals of the executed Lease Agreement and the adopted, stamped Board Letter, and two certified copies of the Minute Order to the Chief Administrative Office, Real Estate Division at 222 South Hill Street, Fourth Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:AA:cc

Attachment

c: County Counsel
Department of Public Social Services
Probation

UAW3965Vermont.b

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2004,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

UAW-LABOR EMPLOYMENT AND TRAINING CORPORATION, a non-profit corporation, herein referred to as "Lessee"

WITNESSETH:

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, only a portion of said real property;

WHEREAS, Lessee is willing to exercise the grant of such a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby grants a lease (Lease) to Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 13,856 square feet of space and Sixty (60) non-exclusive parking spaces within a building and parking structure located at 3965 Vermont Avenue, Los Angeles, as depicted on Exhibit "A" (Premises), attached hereto and by this reference incorporated herein.

1.02 The demised Premises shall be used only by Lessee for office space for a job placement center and such related and incidental purposes as are consistent with said use.

1.03 Lessee shall remove all fixtures and personal property prior to the termination of this Lease and in the event of the failure to do so, title thereto shall vest in the County.

1.04 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.05 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall be for a period of Four (4) years beginning Thirty (30) days after completion of the tenant improvements by Lessee and acceptance thereof by County. Immediately following acceptance, Lessee and County shall promptly execute the "Memorandum of Lease Commencement" attached as Exhibit B.

2.02 In the event County causes title to the property to be transferred during the term provided herein, then upon One Hundred Eighty (180) days written notice, tenancy will become month-to-month, subject to the terms and conditions of the Lease. County's right to convert to month-to-month tenancy will begin after the first Eighteen (18) months of the lease term.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease. If the holdover continues beyond six months, then commencing at the beginning of the seventh month, the monthly rental shall be subject to a fair market value adjustment as provided in paragraph 5.

3. CANCELLATION

Lessee is a non-profit California corporation. Its activities are largely in the field of employment development. Lessee is primarily dependent upon Public monies through grants from federal, state, and local governments. County agrees that should Lessee's grant funding for any calendar year of the lease term decrease by Five Hundred Thousand Dollars (\$500,000) or more from the previous calendar year, Lessee, provided it is not in default hereunder may terminate this Lease on not less than One Hundred Twenty (120) days written notice (including proof of said funding decrease) to Lessor. Lessee agrees to use its best efforts to maintain or increase its level of funding.

4. PAYMENT

Lessee shall pay the County for the use granted herein the sum of Thirteen Thousand Eight Hundred Fifty Six Dollars (\$13,856) per month as consideration for the office space it leases. Upon execution of the Memorandum of Lease Commencement, Lessee's first payment to County shall be based on a prorated amount of Four Hundred Sixty Two Dollars (\$462) per day for the remaining days of the calendar month from the date lease commencement occurred. Thereafter subsequent rent shall be payable on the first day of each and every month of the term hereof and shall be made by check or draft issued and payable to the County of Los Angeles and mailed or otherwise delivered to the Auditor-Controller, Franchise/Concession Section, 500 West Temple Street, Room 410, Los Angeles, California 90012.

5. RENTAL ADJUSTMENT

5.01 Commencing with the second anniversary of the lease term, and for each successive one year period therefrom, the rental amount set forth in paragraph shall be subject to adjustment. The rent shall be adjusted in accordance with the formula set forth in paragraph 5.02. The "Base Index" shall be the index published in the month immediately preceding the month in which the Lease commences.

5.02 The method for computing the rental adjustment shall be by reference to the Consumer Price Index (CPI) for all Urban Consumers for the Los Angeles-Long Beach-Anaheim Metropolitan area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) hereinafter referred to as the "Index".

The rental adjustment shall be calculated by multiplying the base rent of \$13,856, by a fraction, the numerator being the New Index which is the Index published in the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index which is the Index published the month immediately preceding the month in which the Lease commenced. The formula shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$13,856 = \text{Monthly Rent}$$

If the Index is changed so that the base year of the Index differs from that used at the commencement date of this Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

In no event shall the monthly rent adjustment based upon the CPI formula set forth in Paragraph 5.02 result in an annual increase greater than 3 percent of the monthly base year rent of \$13,856.

In no event shall the monthly rent be adjusted by the CPI formula to result in a lower monthly rent than was payable during the previous year.

6. OPERATING RESPONSIBILITIES

6.01 Compliance with Law. Lessee shall conform to and abide by all Municipal and County Ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction thereover.

6.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld. Signs specifically relating to parking shall be allowed, but subject to the County's approval of aesthetic design.

6.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

6.04 Security Devices. The County shall be responsible for providing an intrusion alarm for the building.

6.05 Maintenance. The County agrees to repair and maintain the basic structure of the Premises. Maintenance shall include plumbing, electrical (including lighting), sewer system, fire extinguishers, trash service, and the grounds. Basic structure is agreed to include all permanent exterior and interior walls, floors and ceilings, roof, plumbing, concealed electrical systems, heating, ventilating and air conditioning systems and fire sprinklers if required. Said basic structure items shall not include those items that are covered by Lessee's warranties for tenant improvements. Lessee shall be responsible for all custodial services including restroom supplies.

6.06 Utilities. The County shall be responsible for payment of all utilities (excluding telephone or related phone line data) necessary for the operation of the Premises. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

6.07 Parking. Lessee shall provide a parking attendant for the parking structure. The attendant shall monitor those entering the structure to determine whether they are visiting the facility to conduct business and direct them towards a designated parking area.

6.08 Examination of Premises. Lessee shall permit authorized representatives of the County to enter the area occupied at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

7. DAMAGE OR DESTRUCTION

The County agrees that should the demised Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within 180 days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent or less of the net usable area of the improvements, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate the Lease, in which case Lessee shall surrender the Premises to the County and shall not be obligated for any further rental under the Lease.

Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made effective on the date of such destruction. The proportionate reduction is to be based upon the proportion that the space is rendered unusable to Lessee bears to the whole thereof. Lessee shall not be entitled to an abatement of rent pursuant to this provision when the damage to the Premises is the result of negligence or intentional acts of Lessee's employees.

8. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless the County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense, including defense costs, legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's, its members, agents and invitees, operations and use of the Premises and the attraction caused by their operations on the Premises which attracts third parties and members of the general public to the Premises, including any Workers' Compensation suits, liability or expense, arising from or connected with services performed on behalf of Lessee by any person pursuant to this agreement.

9. CAPITAL IMPROVEMENTS

9.01 Lessee shall at its own expense perform tenant improvements to the first floor of the facility. Lessee shall give County Seven (7) days prior written notice of the commencement of any work to be done on the property.

9.02 Prior to commencement of construction, Lessee shall obtain approval of the proposed improvements by the Chief Administrative Office. Plans and specifications for the project must be approved by County Building and Safety and other regulatory agencies. Lessee shall obtain all necessary building permits for the work. No modification of said plans, specifications or improvements shall be made by Lessee without approval thereof by these agencies. Lessee agrees that County may have on site, at any time during construction period, an inspector who shall have the right of access to the Premises and the construction work. Lessee further agrees that final work is subject to the approval of the Chief Administrative Officer. It is mutually agreed by all parties that all construction shall be completed and operations commenced within One Hundred Twenty (120) days of approval of construction plans. Lessee shall provide a notice of completion, as evidenced by the issuance of a certificate of occupancy.

9.03 All work shall be completed at the expense of Lessee, including capital and financing costs and without cost to County. All work shall be prosecuted with due diligence. Lessee shall construct, perform, complete and maintain all construction covered by this agreement in a good and workmanlike manner with high quality material, and shall furnish all tools, equipment, labor and material necessary to perform and complete same, and hereby expressly warrants that all said materials and workmanship will be free from defects. Initial installation with respect to electrical, gas and plumbing will be approved by appropriate County Building inspector and provided at Lessee expense.

9.04 In connection with all work permitted herein Lessee shall take all reasonable necessary measures to minimize any damage, disruption or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected thereby, including the day to day operations of existing tenants. Lessee shall repair, at its own expense, any and all damage caused by such work, and shall restore the area upon which work is performed to a condition which is at least equal to or better than the condition which existed prior to the beginning of such work ordinary wear and tear excepted. In addition, Lessee shall pay (or cause to be paid) all costs and expenses associated therewith and shall indemnify, defend and hold harmless from all damages, losses or claims attributable to the performance of such work. Dust, noise and other effects of such work shall be minimized using the methods customarily utilized in order to control such deleterious effects associated with construction projects.

9.05 The parties agree that any delay in the construction due to fire, earthquake, war, labor dispute or other events beyond the control of lessee shall extend the time in which said construction must be completed by the length of time of such delay. Lessee shall coordinate Lessee's work schedule with other contractors to avoid delay in completion of the project. In addition, Lessee shall require an architect to oversee the construction to ensure that it is in accordance with approved construction plans for the facility.

9.06 Upon expiration of this agreement, ownership of all improvements constructed upon the Premises shall vest in County without compensation to Lessee.

10. **PERFORMANCE BOND**

10.01 During any period of construction hereby required or otherwise authorized, Lessee shall provide a performance bond in an amount of not less than 100 percent of the costs for the construction to be performed as estimated by the Chief Administrative Officer, payable to the County of Los Angeles and executed by a corporate surety authorized to conduct business as a surety in the State of California and acceptable to the County Risk Manager. The condition of the bond shall be such that if Lessee shall complete the required construction specified herein in accordance with approved plans and specifications and received permanent certificate of occupancy of the building, then surety shall no longer be bound thereon. Said bond shall be maintained in full force and effect by Lessee until said works of improvement have been accepted by the Chief Administrative Officer.

10.02 During any period of construction hereby required or otherwise authorized, Lessee shall provide a payment bond in an amount of not less than 100 percent of the costs for construction to be performed as estimated by the Chief Administrative Officer, payable to the County of Los Angeles and executed by a corporate surety authorized to do business as a surety in the State of California and acceptable to the Chief Administrative Officer. The payment bond shall inure to the benefit of all claimants as said term is presently defined by Section 3085 of the California Civil Code, or may hereafter be amended, so as to give such claimants a right of action to recover thereon in any suit brought to foreclosure the liens provided for in this Title 15 of Part 4, of Division 3 of the California Civil Code or in a separate suit brought upon the bond. The condition of the bond shall be such that if Lessee shall well and truly pay, or cause to be paid, all claims for labor, materials, appliances, teams, or power, or either or all performed, furnished, or constructed in connection with said works of improvements, then surety shall no longer be bound thereon. Said bond shall be maintained in full force and effect until all claims for labor, materials, appliances, teams, or power have been paid, as evidenced by release of mechanic's liens by all claimants.

10.03 The Chief Administrative Officer may accept in lieu of the bonds heretofore described, the performance and payment bonds of corporations duly authorized to issue surety bonds by the State, naming as principal a licensed Contractor employed by Lessee to contract works of improvement on the Premises, provided each bond is in an amount equal to the percentage herein provided above; names County as additional obligee; contains terms and conditions substantially similar to the requirements heretofore specific; and is satisfactory as to sufficiency and liability of sureties named thereon.

10.04 Lessee shall have the option to deposit with the County cash or United States Government securities in all respects satisfactory to the Chief Administrative Officer in lieu of the surety obligations herein required. Said cash or securities shall be deemed deposited with the County to secure obligations herein required. Said cash or securities shall be principal obligations heretofore described for which surety is required, and shall be released upon satisfactory performance thereof, as evidenced by certification of completion by the Chief Administrative Officer and release of mechanic's liens by all claimants. In lieu thereof, Lessee may deposit the required amount in a bank whose deposits are insured under the Federal Deposit Insurance Act (12 U.S.C. 1724 et seq.), provided the account is made payable to the County on demand and the certificate of deposit is delivered to the Chief Administrative Officer. Lessee shall be entitled to all interest on the deposit and the return of the Certificate upon satisfactory performance as heretofore defined.

11. PREVAILING WAGES

Where labor is required for public work as part of any requirements covered by this Lease, pursuant to the provisions of the Labor Code of the State of California, Lessee shall pay no less than the prevailing wages ascertained and published by the State Department of Industrial Relations and on file with the Board of Supervisors, and shall cause notice of such wages to be posted as required by the Labor Code. Any labor that is donated to construct the project shall be exempt from the terms of this provision.

12. HAZARDOUS SUBSTANCES

12.01 For purpose of this Lease, the term "hazardous substances" shall be deemed to include "hazardous substances" as defined in California Health and Safety Code Section 25316, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

12.02 Lessee hereby warrants and represents that it will not cause the presence, use, storage, or disposal of any hazardous substances on or about the Project or Lessor's Land without the prior written consent of Lessor.

12.03 Lessee hereby warrants and represents that it shall comply, with all Federal, State, and local laws and regulations concerning the use, release, storage, and disposal by Lessee, its agents, and contractors of hazardous substances on the or about the Project or Lessor's Land.

12.04 Lessee agrees to immediately notify Lessor when hazardous substances have been released on or about the Project or Lessor's Land, upon becoming aware of the same.

12.05 Lessee agrees to indemnify, defend, and save harmless Lessor, from and against all liability, expense (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence or release of hazardous substances on or about the Project, or Lessor's Land, which is caused by Lessee. The indemnity provided by this provision shall survive the termination of this Lease.

12.06 Lessee's failure to comply with the provisions of this Paragraph 12 may, in Lessor's sole discretion, be deemed a default of this Lease and entitle Lessor to terminate this Lease immediately.

13. **INSURANCE**

13.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, 222 South Hill Street, Third Floor, Los Angeles, California 90012, on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, Premises, broad form property damage with a combined single limit of not less than ONE MILLION DOLLARS and No/100 (\$1,000,000.00) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this lease agreement.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

13.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this agreement.

13.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

14. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Premises and any improvements located thereon. Lessee does not hereby concede that any real property interest held by it is subject to real property taxation.

15. TRANSFERS

Lessee operates pursuant to an Agreement (the "WIA Agreement") with the City of Los Angeles (the "City"). Should the City of Los Angeles terminate such "WIA Agreement", the City may, at its option, within Thirty (30) days of such termination by written notice to County, assume each of the obligations of Lessee hereunder and place another City agency with a WIA Agreement ("Replacement Agency") into the Premises, provided:

- a. The City performs each and every obligation of the Lessee hereunder.
- b. The Replacement Agency must meet each of the same criteria as set forth hereunder for Lessee's occupation, and must function as a job replacement center. Further, the Replacement Agency shall be subject to the prior written approval of Lessor, at Lessor's sole discretion.
- c. The City and Lessee each agree to hold harmless Lessor from any and all liability in any way related to said assumption. Should City assume the Lease, it may, at its option remove personal property and Trade Fixtures of the Lessee provided it complies with the terms of the Lease.

With the exception of the above transfer, Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

16. **DEFAULT**

Lessee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Lessee, the County may forthwith revoke and terminate this agreement.

17. **WAIVER**

17.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this agreement or estopping either party from enforcing the full provisions thereof.

17.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this agreement shall be cumulative.

18. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Lessee shall peaceably vacate the Premises and shall remove all improvements constructed by Lessee and deliver the Premises to the County in reasonably good condition, in accordance with Paragraph 1.04 of this lease agreement.

19. **ENFORCEMENT**

The CAO shall be responsible for the enforcement of this agreement on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

20. **COUNTY LOBBYIST ORDINANCE**

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

Any notice required to be given under the terms of this Lease agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

or such other place as may hereinafter be designated in writing to Licensee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

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IN WITNESS WHEREOF, Lessee has executed this lease or caused it to be duly executed and County of Los Angeles by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said County and attested by the Clerk the day, month and first written above.

COUNTY OF LOS ANGELES:

By: _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSEE:

**UAW - LABOR EMPLOYMENT AND
TRAINING CORPORATION**

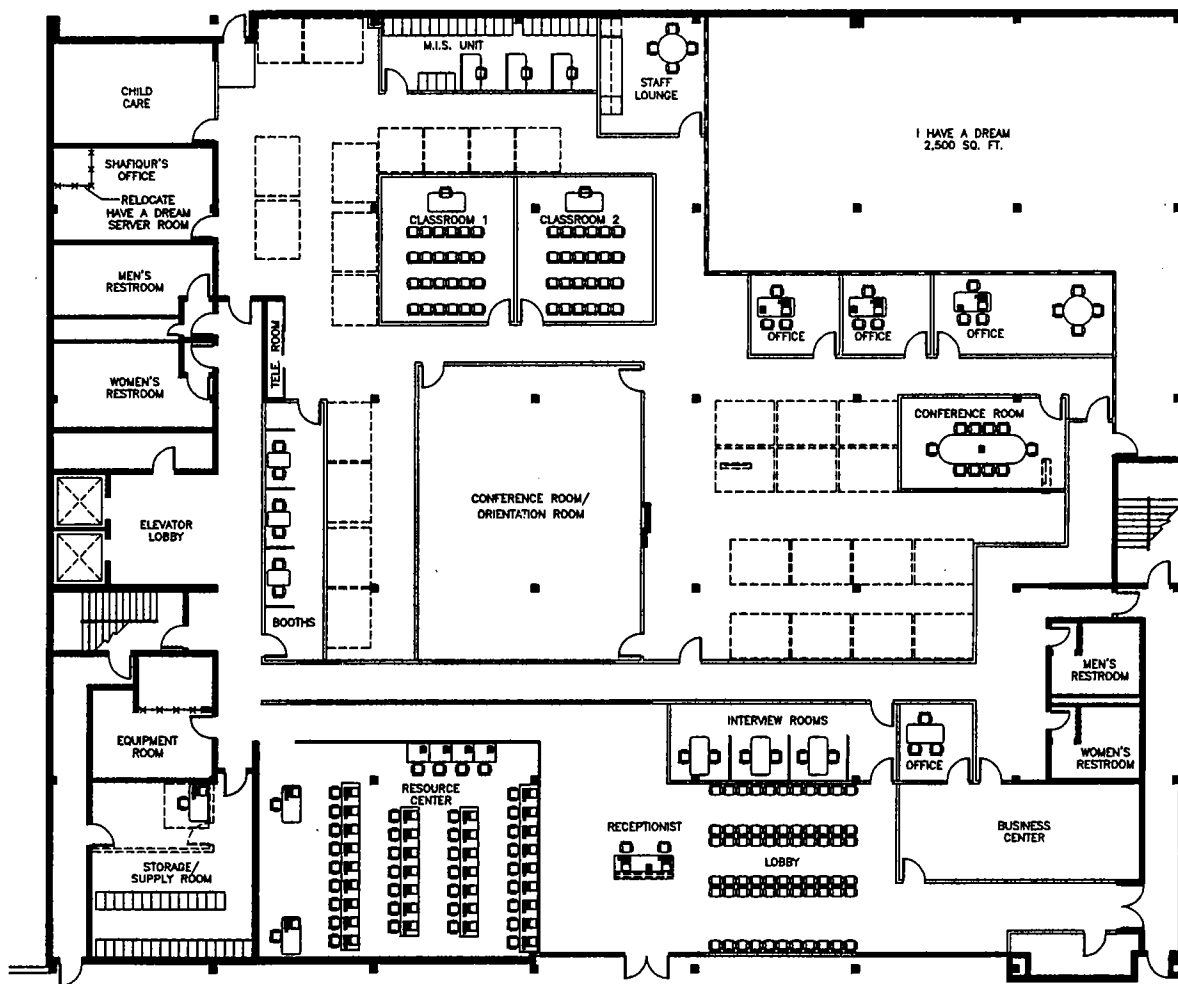
By: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

Title CFO

By: Framin G. S. [Signature]
Principal Deputy




OWNER:	PREPARED BY:
DEVELOPER:	 WTKR-TV 3 NEWSPAPER FOR THE PEOPLE WIRTSACK, INC.

Exhibit A

EXHIBIT B

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 2004 for reference purposes only, by and between Lessor, COUNTY OF LOS ANGELES, and Lessee, UAW – LABOR EMPLOYMENT AND TRAINING CORPORATION, a California non-profit corporation.

1. The parties hereto have entered into a lease dated as of _____. (The "Lease"), Lease No. _____, for the leasing by Lessor to Lessee of approximately 13,856 square feet of space located in the Los Angeles County-owned building at 3965 South Vermont Avenue, Los Angeles, California.
2. Lessor and Lessee confirm the following:
 - (a) That the commencement date of The Lease is hereby changed to _____.

IN WITNESS WHEREOF, Lessor and Lessee have respectfully signed this Agreement.

LESSOR:

COUNTY OF LOS ANGELES

By _____
Chuck W. West, CCIM, Esq.

LESSEE:

UAW-LABOR EMPLOYMENT AND TRAINING
CORPORATION